



Customer Application - 60 Day Credit Terms

Name: _____

Address: _____

Home Phone: _____ Mobile: _____ Other Ph. No.: _____

Herd Size: _____ Herd No: _____ Artic. Lorry: _____ Rigid Lorry: _____

Pig (Finishing): _____ Pig (Integrated): _____ Poultry(Layers): _____ Poultry(Broilers): _____ Turkey: _____

Beef (Finishing): _____ Beef (Sucklers): _____ Dairy (Cows): _____ Sheep: _____ Animal Remedies: _____

Current Suppliers _____ Product: _____ Qty Ordered: _____

Name of Bank & Branch: _____

Company Reg. No. (if applicable): _____ VAT No.(if applicable): _____

Declaration by Customer:

- I wish to apply for a Credit Account with Kiernan Milling, I have read and understood the conditions of sale overleaf and agreed to abide by them.
- I undertake to be liable for all debts due to Kiernan Milling on any such account.

 Customer Signature Kiernan Milling Technical Sales Managers Signature Date

For Office Use Only:

Farmer: Merchant:

Credit Limit: Trade Ref: 1. _____

Payment Term (Days): _____ Days 2. _____

Payment Euro or Sterling: _____ 3. _____

KIERNAN
 ANIMAL+HEALTH



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1. Seller will not be responsible for loss to buyer through non delivery or due to delay by reasons of industrial action, breakdown of plant, machinery or vehicles, or due to prohibition affecting the supply of raw material arising from any act of any Government, or due to riot, civil commotion or 'force majeure', or due to any other cause beyond seller's control.
2. All prices are, unless otherwise stated, based on current costs of raw materials, manufacture, transport and insurance and any increase in these costs may be added to the sale price as stated and shall be paid by the buyer.
3. Orders for goods manufactured, treated or obtained to buyers's special order cannot be cancelled without seller's agreement
4. In the event that full payment is not received by the seller within the time for payment agreed between seller and buyer interest shall accrue on the amount due from the date on which the payment is due until receipt of full payment at the Associated Banks AA Lending rate prevailing during that period plus 3%.
5. Seller reserves the right to require immediate payment and stop supplies in the event that the buyer suspends payment of monies due, commits an act of bankruptcy, or makes any arrangement or composition with creditors or otherwise shows evidence of insolvency.
6. (a) No claim for short weight or measures shall be made against seller after buyer or his agent takes delivery of the goods and the weight of goods supplied shall be deemed to be not less than the weight recorded in seller's weighbridge and the measure of goods shall be or be deemed to be not less than as shown on seller's Delivery Docket

(b) If neither the buyer nor any other competent person on his behalf is available to sign a Delivery Docket at the time of delivery, such docket signed by the seller's carrier will be sufficient evidence of delivery
7. (a) Although good are supplied by the seller in good faith, seller shall not be liable for any loss arising in respect of any failure or performance of the said goods, or any of them, or for any advice given by it in respect of any failure or performance of the said goods.

(b) All particulars of goods offered by the seller are given in good faith as being approximately correct but small deviations therefrom shall not form the axis of any claim against seller.

(c) Subject to sub-paragraph (a) seller accepts no liability for goods which are claimed to be defective unless such claim is substantiated and the goods are returned to the seller without delay in the same condition in which they were delivered or are otherwise made available for seller's examination within a reasonable time.
8. Goods supplied shall be at the risk of the buyer when delivered to his vehicle(s) or premises or otherwise to his order. The Buyer has 2 working days to inform the Seller of any queries regarding quality or service. Buyer shall there upon insure to their full value all such goods and shall fully indemnify Seller against all loss arising from damage to or destruction of such goods.
9. The property in the goods shall not pass to the buyer until such a time as the buyer have paid to the seller the contract price in respect thereof together with all other sums due to the seller by the buyer either under this contract or otherwise arising and without any reduction or deferment on account of any dispute or cross claim howsoever arising.
10. The seller reserves the right to impose a re-stocking charge where appropriate for goods returned
11. In the event of any conflict between these sales conditions and Buyer's Purchase Conditions, (if any) the provisions of these Sales Conditions shall prevail.
12. These conditions and all other terms of contract shall be governed and construed in accordance with the law of the Republic of Ireland.